

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LORI OSTENFELD, DEBORAH	X	
GESCHWIND, MARGARET	:	
MURPHY and JUDY STILWILL,	:	
individually and on behalf of all others	:	Civil Action No. 1:22-CV-10667-JMF
similarly situated,	:	
	:	
Plaintiffs,	:	HONORABLE JESSE M. FURMAN
	:	
v.	:	
	:	
	:	
THE LAUNDRESS, LLC,	:	
	:	
Defendant.	:	
	X	

**AGREED MOTION REGARDING THE PRESERVATION AND DESTRUCTION OF
PRODUCT**

The Parties hereby submit the following agreed motion (the “Agreed Motion”) with respect to the preservation and destruction of product as defined herein:

1. DEFINITIONS

a. Party or Parties: “Party” or “Parties” means The Laundress, LLC as well as all named Plaintiffs in this Litigation represented by the undersigned Plaintiffs’ counsel (collectively the “Plaintiffs”).

b. This Litigation: “This Litigation” means the civil actions consolidated in Civil Action No. 1:22-CV-10667-JMF, pending in the United States District Court for the Southern District of New York collectively captioned *Ostenfeld v. The Laundress, LLC*, Civil No. Action No. 1:22-CV-10667-JMF as of the date of this Agreement.

c. Product: “Product” means laundry and cleaning products, whether individualized or in kits, that were subject to the voluntary recall initiated by a Safety Notice by The Laundress

on November 17, 2022, recalls dated December 1, 2022, and March 31, 2023, and a withdrawal on December 27, 2022.

- d. SKU:** An “SKU” represents each unique formulation of Product.
- e. Lot:** A “Lot” represents each unique production run of an SKU.
- f. Unit:** A “Unit” represents a single bottle or kit of Product.
- g. Pallet:** Lots are contained on “Pallets.” Each Pallet contains Units from one or more Lots.

h. Sampling Plan: “Sampling Plan” means the plan set forth in the Declaration of Dr. Duane Steffey in Support of the Agreed Motion to Limit the Retention of Product, filed with the Court as an attachment to such motion (the “Steffey Declaration”) wherein Dr. Steffey identifies the quantity of Product and manner of selection required to obtain for preservation a representative sample of sufficient size to satisfy Plaintiffs’ needs.

2. RECITALS

- a.** The Laundress has Product currently in storage at a cost that counsel for The Laundress has represented is more than \$50,000 per month.
- b.** The Laundress desires to dispose of a majority of the Product as it has no useful purpose.
- c.** The Parties intend that that the amount of Product subject to preservation described herein is sufficient to meet all discovery requirements in This Litigation.
- d.** Plaintiffs understand that the amount of Product subject to preservation described herein is meant to satisfy their discovery needs.


3. AGREEMENT

- a. The Laundress shall preserve thirty (30) Units per Lot per Pallet of Product where at least 30 Units are available on a Pallet.
- b. The Laundress shall preserve all available Units per Lot per Pallet of Product where 30 Units are not available on a Pallet.
- c. Plaintiffs agree that they may not use the Sampling Plan or the destruction of Product disposed of pursuant to this Agreed Motion in any way against The Laundress.
- d. Plaintiffs waive any right to seek a finding of spoliation, destruction of evidence, or any other sanction regarding the preservation and destruction of Product in accordance with this Agreement.
- e. The parties hereby agree to the foregoing Sampling Plan and request the Court grant the parties' Agreed Motion in its entirety.

///SIGNATURES ON FOLLOWING PAGES///

Application GRANTED. The Clerk of Court is directed to terminate ECF No. 56.

SO ORDERED.



October 30, 2023

/s/ Stephen J. Fearon, Jr.

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